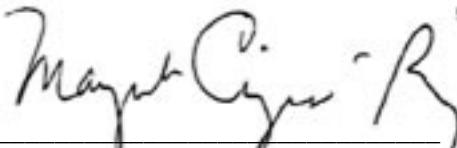




SO ORDERED.

SIGNED this 26 day of May, 2011.


MARGARET CANGIROS-RUIZ
UNITED STATES BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK

ALLEN JOSEPH HEBERT,
CAROLINE YVETTE HEBERT

Case No.: 09-32129

Debtors,

Chapter 13

STIPULATION OF SETTLEMENT

WHEREAS, Allen Joseph Hebert and Caroline Yvette Hebert (the "Debtors") executed a Note and Mortgage dated February 17, 2004 in the amount of \$149,000.00 (the "first mortgage")

secured by property commonly known as 62 Woodcrest Avenue, Ithaca, New York (the "mortgaged premises"); and

WHEREAS, the Debtors executed a Note and Mortgage dated November 24, 2006 in the amount of \$75,000.00 (the "second mortgage") secured by the Mortgaged Premises; and

WHEREAS, Bank of America ("BofA") is the owner and holder of the first and second mortgages and is a secured creditor of the Debtors; and

WHEREAS, the Debtors have brought a motion for sanctions against BofA for willful violation of the automatic stay; and

WHEREAS, the Debtors and BofA wish to amicably resolve the dispute raised by the said motion, without any admission of liability on the part of BofA, subject to Bankruptcy Court approval;

NOW, THEREFORE, it is stipulated and agreed, subject to Bankruptcy Court approval, that the motion for sanctions shall be settled upon the following terms and conditions:

1. BofA shall remove from the Debtors' credit report the reference that the Debtor is 180+ days delinquent from July 2009 through May, 2011.
2. BofA shall cease future reporting in regard to the first and second mortgages.
2. BofA shall pay the amount of \$7,000.00 to the Debtors within 14 business days following the "So Ordering" of this Stipulation.
3. BofA shall pay the Debtors' attorneys fees in connection with this matter in the amount of \$2,000.00 to the firm of Holmberg, Galbraith, Van Houten & Miller within 14 business days following the "So Ordering" of this Stipulation.
4. The Debtors stipulate and agree that this Stipulation of Settlement fully and finally resolves any and all claims that they may have against and BofA.

5. This Stipulation of Settlement shall bind the Debtors, BofA, the chapter 13 trustee, all creditors and parties in interest.

6. This Stipulation of Settlement shall only become effective upon Bankruptcy Court approval. In the absence of Bankruptcy Court approval, this Stipulation of Settlement shall be void and of no force or effect whatever.

7. The Debtors and BofA stipulate and agree that a fully executed copy of this Stipulation shall be deemed the original for the purposes of filing same with the Court, and that facsimile signatures shall have the same force and effect as the original signatures

Stipulated and Agreed as to form and substance:

Attorney for Debtors

Matthew Van Houten Dated 5/16/2011
Matthew Van Houten, Esq.
Holmberg, Galbraith, Van Houten & Miller
200 East Buffalo Street, Suite 502
P.O. Box 6599
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Tel. (607) 273-5475

Attorneys for Bank of America, N.A.

Natalie A. Grigg Dated 5/16/2011
Natalie A. Grigg, Esq.
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220 Northpointe Parkway
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Tel. (716) 204-2400

Chapter 13 Trustee

Mark W. Swimelar Dated 5/16/2011
Mark W. Swimelar, Esq.
250 South Clinton Street
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Syracuse, NY 13202